REMARKS/ARGUMENTS

After the foregoing Amendment, claims 1-11, and 18 are currently pending in this application. Claims 1 and 18 are amended. Claims 16 and 17 are canceled.

Claim Rejections – 35 USC §103(a)

Claims 1-2 and 8-11 stand rejected under 35 U.S.C. §103(a) as unpatentable over U.S. Patent Application Publication No. 2003/0134636 to Sundar et al. (hereinafter Sundar) in view of U.S. Patent No. 7,061,917 to Camille et al. (hereinafter Camille).

Claim 1 recites establishing a bidirectional IP link to allow service operation parameter negotiation prior to network selection, receiving requested service level system information over the bidirectional IP link, and selecting a network based on at least one negotiated service operation parameter. Sundar discloses an IP link 504 that connects a WLAN and a WWAN. The IP link disclosed in Sundar carries data between the WLAN and the WWAN. Thus, Sundar's IP link is the transport network layer. Sundar does not disclose a bidirectional IP link that carries system service level information, allowing service operation parameter negotiation before network selection.

Camille discloses the negotiation of a service level agreement based on a pre-agreed service level specification (col. 2, ln. 42) between the network access server

(col. 2, ln 53) and a personal computer (col. 2, ln. 39) connected via a dial-in connection over a point-to-point protocol (col. 3, ln. 59-60). Camille's Data Transmitting Network Element (DTE, i.e. the personal computer), requests a specific service level specification through an Internet Protocol Control Protocol Request. As in Sundar, Camille uses the transport network layer in the PPP to request service level specification and does not disclose a bidirectional IP link to carry system information. Neither Sundar nor Camille disclose an additional IP user plane that operates in addition to the unidirectional radio network layer and the transport network layer. Sundar and Camille add overhead to the transport layer by adding the transmission of system level information over the transport layer.

Claims 2 and 8-11 ultimately depend from allowable claim 1 and are therefore patentable over Sundar and Camille for the same reasons provided above regarding claim 1.

Claims 3 and 4 stand rejected under 35 U.S.C. §103(a) as unpatentable over Sundar, Camille and in further view of U.S. Patent No. 7,055,107 to Rappaport et al. (hereinafter Rappaport). Rappaport is cited for disclosing that billing information may be considered a factor contributing to a desirable network configuration in a tool for modeling a communications network (claim 33). Rappaport does not disclose a new bidirectional IP user plane that transmits system

information. Therefore, Rappaport does not cure the deficiencies of Sundar and Camille. Claims 3 and 4 ultimately depend from allowable claim 1 and are patentable for at least the same reasons presented above with regard to claim 1.

Claims 5-7 stand rejected under 35 U.S.C. §103(a) as unpatentable over Sundar, Camille, and in further view of U.S. Patent No. 7.072,663 to Ramos et al. (hereinafter Ramos). Claims 5-7 ultimately depend from allowable claim 1 and are patentable for at least the same reasons presented above with regard to claim 1.

Claims 16-18 stand rejected under 35 U.S.C. §103(a) as unpatentable over Ramos in view of Camille. Claims 16 and 17 have been canceled, therefore the 35 U.S.C. §103(a) rejection of claims 16 and 17 is now moot. Ramos discloses a radio resource manager that enables the transfer of network information relating to candidate areas within a region between radio network controllers. Ramos' radio resource manager is not the bidirectional IP link claimed. Claim 18 recites a processor configured to negotiate, via the bidirectional IP link, at least one service operation parameter and to select a network based on the negotiated service operation parameter. Ramos does not disclose a bidirectional IP link in addition to the radio and transport network layers and negotiating at least one service operation parameter via an bidirectional IP link.

Camille discloses the negotiation of a service level agreement based on a pre-agreed service level specification (col. 2, ln. 42) between the network access server

(col. 2, ln 53) and a personal computer (col. 2, ln. 39) connected via a dial-in connection over a point-to-point protocol (col. 3, ln. 59-60). As presented above with regard to claim 1, Camille fails to cure the deficiencies of Ramos. Therefore, claim 18 is patentable over Ramos and Camille for the same reason presented above with regard to claim 1.

The withdrawal of the 35 U.S.C. §103(a) rejection of claims 1-11 and 18 is respectfully requested.

Conclusion

If the Examiner believes that any additional minor formal matters need to be addressed in order to place this application in condition for allowance, or that a telephonic interview will help to materially advance the prosecution of this application, the Examiner is invited to contact the undersigned by telephone at the Examiner's convenience.

In view of the foregoing amendment and remarks, Applicants respectfully submit that the present application is in condition for allowance and a notice to that effect is respectfully requested.

Respectfully submitted,

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